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**AGREEMENT BETWEEN**

**THE COUNTY OF ESSEX**

**AND**

**JNESO - DISTRICT COUNCIL 1, IUOE/AFL-CIO**

**THE PROFESSIONAL NURSES OF ESSEX COUNTY**

**JANUARY 1, 2006 - DECEMBER 31, 2007**

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## **ARTICLE 1 -PURPOSE**

The purpose of this Agreement is to memorialize and to set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good Employer-employee relations.

## ARTICLE 2 - RECOGNITION AND SCOPE

1. The County recognizes JNESO- District Council 1, IUOE/AFL-CIO hereinafter called the Union and the Local Chapter hereinafter called the Local as the exclusive bargaining representative of the professional nurses, both registered or with state permit, in the following titles (excluding managerial, confidential, and all other employees) for the purpose of collective negotiations with respect to salary, hours and other terms and conditions of employment:

- a) Graduate Nurse (herein referred to as Registered Nurse).
- b) Head Nurse (herein referred to as Nurse Manager).
- c) Assistant Hospital Utilization Review Coordinator
- d) Hospital Utilization Review Coordinator
- e) Supervisor of Nurses
- f) Instructor of Nurses
- g) Clinical Specialist, Nursing
- h) Head Clinical Nurse (herein referred to as Nurse Manager–Clinic).
- i) Infection Control Coordinator
- j) Special Child Health Services Program Coordinator
- k) Staffing Coordinator
- l) Public Health Nurse
- m) Admission Coordinator

2. Reference herein to the feminine gender shall also be deemed to include the masculine.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

It is understood and agreed by the parties that management, whether it be the County, or the Chief Administrative Officer of each employing unit or of each facility wherein professional nurses are employed, possesses the sole right to operate the Employing Units or Facilities so as to carry out the statutory mandate and goals assigned by the County to the Employing Units and Facilities, and that all management rights repose in management except as expressly modified by the terms of this Agreement. The County has and is vested with all customary and usual rights, power, functions and authority of management.

These rights include, but are not limited to, the right of the Employer to schedule employees. In such scheduling, the Employer will give due regard to the needs and personal problems of the employees affected as well as the needs and problems of the Employer, other employees and the patients.

#### **ARTICLE 4 - RETENTION OF EXISTING BENEFITS**

Except as otherwise provided herein, all rights, privileges, and benefits that the professional nurses have heretofore enjoyed and are presently enjoying, whether County wide or departmental in application, shall be maintained and continued by the County during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all professional nurses except as otherwise provided herein. In accordance with Chapter 303 of the Public Laws of 1968, any new work rule, personnel policy decision, or regulations affecting the employment of the professional nurses that are the subject of this agreement shall first be negotiated with the Union if it is to become effective during the term of this Agreement.

The County agrees that it shall not discriminate against any professional nurse with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union or its affiliates, his/her participation in any activities of the Union or its affiliates, collective negotiations with the County, or its institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

## ARTICLE 5 - SALARIES

### EFFECTIVE DATES (See Addendum B)

Effective January 1, 2006 and retroactive to that date a three percent (3%) across that board increase. In order to be eligible for this increase, employees, except retirees, must have been employed by the County or prior to January 1, 2006 and must still be employed when this agreement is ratified by the Board of Chosen Freeholders.

Effective January 1, 2007 and retroactive to that date a three percent (3%) across that board increase. In order to be eligible for this increase, employees, except retirees, must have been employed by the County or prior to January 1, 2007 and must still be employed when this agreement is ratified by the Board of Chosen Freeholders.

#### REGISTERED NURSE

Minimum \$52,936

Maximum \$62,723

#### NURSE MANAGER (also NURSE MANAGER-CLINIC)

Minimum \$55,242

Maximum \$67,273

#### SUPERVISOR OF NURSES INCLUDES THE FOLLOWING TITLES:

INFECTION CONTROL COORDINATOR NURSE, ASSISTANT UTILIZATION REVIEW COORDINATOR, AND SPECIAL CHILD HEALTH SERVICES PROGRAM COORDINATOR

Minimum \$57,835

Maximum \$71,906

#### INSTRUCTOR

Minimum \$60,757

Maximum \$76,142

#### ADMITTING OFFICER

Minimum \$68,504

Maximum \$83,554



## CLINICAL SPECIALIST

Minimum \$63,779

Maximum \$80,379

1. New employees shall be hired at other than the starting salary as follows:

1st STEP - Any new employee who has functioned as a registered nurse for one to three years within the last five years preceding her employment by the County. Employees hired after May 1, 1985, who have a baccalaureate degree will be hired at Step 1.

2nd STEP - Any new employee who has functioned as a registered nurse for three to five years within the last seven years preceding her employment by the County.

3rd STEP - Any new employee who has functioned as a registered nurse for five or more years within the last ten years preceding her employment by the County.

A step is calculated as  $\frac{1}{5}$  the difference between the minimum and maximum of the current salary range for a title.

Increases will be prorated for those employees who are not full time.

2. In the event of the promotion of an employee covered by this Agreement to a higher paying title, the promoted employee will receive an increase in salary.

## **ARTICLE 6 - HOURS OF WORK, OVERTIME, WORK SCHEDULES, SHIFT PREMIUM**

1a. The normal work day for all registered nurses shall be eight (8) hours. The normal work period shall be eighty (80) hours in a fourteen (14) day schedule.

1b. Notwithstanding the hours of work, work schedules, and overtime references in Article 6, the work day for Head Nurses (in her absence the Charge Nurse) shall be deemed to include a fifteen (15) minute overlap at the conclusion of the shift. This fifteen (15) minute overlap shall not be included for the purposes of calculating overtime. The fifteen (15) minute overlap shall be compensated at straight time. If a Head Nurses (in her absence the Charge Nurse) employee works past the fifteen minute the fifteen (15) minute shift overlap, overtime, at the rate of time and one-half will be calculated from the sixteenth minute on a minute for minute basis.

2. All work performed in excess of eight (8) hours per day, or forty (40) hours in a seven (7) day period, or eighty (80) hours in a fourteen (14) day schedule, shall be compensated at time and one-half.

3a. Each professional nurse shall be allowed one (1) hour for meals during his/her eight (8) hour tour of duty. If the supervisor or department head directs the professional nurse to continue to work during the meal hour, the County shall pay the professional nurse one (1) hour at the employee's regular hourly rate.

It is understood and agreed that the use of the term "normal" is for the purpose of determining the application of an employee's regular compensation rate.

4. The Employer will, to the extent practicable, post a schedule of each employee's assignment for three (3) weeks in advance of the start of each month. This posted schedule will remain in effect until superseded by a new schedule.

5. The Employer and the Union will permit alteration of the normal day or work week to permit experimentation with other systems of scheduling work time. Unless specifically authorized by mutual written agreement of the parties, this alteration of the normal work day or normal work week would be consistent with eighty (80) hours in a fourteen (14) day schedule.

6a. Evening Shift - Nurses working the shift commencing between 3:00 p.m. and 11:00 p.m. shall be paid a shift differential of six percent (6%) of the base salary.

6b. Night Shift - Nurses working the shift commencing between 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of six percent (6%) of the base salary.

6c. The above shift differential shall be uniformly applied throughout all County facilities

where professional nurses are employed. The differential shall be paid on all paid time for nurses who are regularly assigned to the evening or night shift.

7. For the purpose of overtime pay as hereinafter described, the employee's regular compensation rate against which said premium pay is to be calculated, will be the employee's base rate of pay immediately prior to the performance of the said overtime worked.

8. There will be no compounding or pyramiding of overtime premium pay.

9(a). Overtime will be paid in accordance with the frequency schedule heretofore in existence.

9 (b) Available time- All time that is uncovered after the four (4) week schedule is posted shall be considered available time (available time may be compensated as straight time or overtime as defined in this agreement). The Employer will post an available time sheet three (3) weeks in advance of the start of each monthly schedule. Employees shall have five (5) calendar days from when the four (4) week schedule is posted to sign up for available time. The Administrative Director of Nursing or designee shall approve the available time within two (2) calendar days after the five (5) day sign up period has ended. Available time shall be rotated amongst bargaining unit member by seniority (most senior first). The County shall keep the available time sheets for a minimum of 6 months.

9(c) All available time that remains unfilled after the initial seven (7) day period above will be offered as first come first serve. The Administrative Director of Nursing shall approve the time as stated above.

10. When an employee is scheduled to work at least eight (8) hours of overtime and the overtime is canceled after the employee reports for the scheduled overtime, the County will compensate the employee for two (2) hours of overtime pay.

In cases where other overtime is offered and refused for the same time period, the employees waive the right to the two (2) hours pay.

11a. Weekend Work: Nurse Managers and Registered Nurses may be required to work twenty-four (24) weekends per year, in a steady alternating weekend schedule, (i.e., one weekend on and one weekend off). Employees will not be required to make up weekends when they are off for vacation, but they are nevertheless required to work their twenty-four (24) weekends per year.

11b. Infection Control, Utilization Review, Education, Clinical Specialists, and the Staffing Coordinator may be scheduled to work up to one weekend per month in their own departments.

Should such weekend work be required, it shall be equitably rotated within the department.

## HOURS OF WORK

### 11c. Special Child Health Services

1. Coordinator – Monday through Friday (no rotation)  
8:00 am to 4:00 pm

2. RNs - Monday through Friday  
8:00 am to 4:00 pm

Equitable rotation on Wednesdays, 11:00 am to 7:00 pm

And Saturdays, 9:00 am to 12:00 pm

(unless otherwise mandated by the Grant)

## ARTICLE 7-TEMPORARY ASSIGNMENTS

1. Professional nurses may be temporarily assigned by the Employing Units or Facilities for a period not to exceed ten (10) consecutive working days in any sixty-five (65) work day period to work in a different professional nursing title in the same or different salary range.
2. Whenever any Registered Nurse or Nurse Manager fills the position of Supervisor or another supervisory position, (i.e., covering the Nursing Office), she/he shall be paid a three dollars and seventy-five cent (\$3.75) differential added to his/her base pay for all hours worked in such a capacity.
3. Whenever a Supervisor of Nurses is assigned to temporarily assume the administrative duties of an Assistant Director of Nurses, that Supervisor of Nurses will be given a job differential payment of three dollars and seventy-five cents (\$3.75) per hour over and above all other money she is entitled to pursuant to any other terms of this Agreement.
4. There will be no compounding of the monies paid for temporary assignments pursuant to this Article.

### 5. Working Out of Classification

#### A) Conditions for Nursing office coverage:

1. Coverage is rotated after overtime has been offered and declined by the Assistant Directors.
2. In order to work out of title in coverage of the Nursing Office, a functional and procedural orientation shall have been completed within the previous six (6) months of such assignment. If more than six (6) months has elapsed since the orientation, without working in such a supervisory position it shall be repeated prior to such assignment. This orientation shall consist of a specific skills check list.
3. When working out of title in the Nursing Office, the nurse shall be provided with the Staffing Office and bathroom keys, staffing schedules, and home telephone numbers of the Nursing Staff.

#### B) Charge Nurse: (Effective upon full execution of the agreement)

1. In the absence of the Nurse Manager, for two (2) or more hours, on every unit, on each shift, the most senior RN on duty will assume the Charge Nurse responsibility. If only one RN is on duty, she/he shall assume charge. The Charge Nurse shall not be floated.
2. Effective January 1, 2007, the "Charge" differential shall be increased to forty-five cents (\$.45) per hour for all hours worked and shall be added to the base pay of any nurse so

designated.

3. The Charge Nurse reports to the ADN/Supervisor.

4. The Charge Nurse manages RN's, LPN's, and Nursing Support Personnel.

5. The Charge Nurse oversees the operation of the assigned unit, including the coordination of clinical activities, to assume the delivery of quality age- specific nursing care to psychiatric patients. The Charge Nurse Assignment is in addition to the Registered Nurse Assignment.

6. Main responsibilities of the Charge Nurse:

- a. Oversees the operation of assigned unit.
- b. Coordinates and modifies staffing assignments based on patient acuity, staff competency, and available resources
- c. Performs, delegates, coordinates unit/program routines.
- d. Provides leadership and direction in emergencies.
- e. Maintains safe and therapeutic milieu. Reports and intervenes as needed.
- f. Acts as a resource to Nursing Staff and other departments.
- g. participates in orientation of new staff.
- h. Participates in competency review of all Nursing staff.
- i. Communicates and interacts as a responsible team leader/member.
- j. Directs and provides feedback to staff in professional manner.
- k. Maintains open communication between Nursing Staff, and conducts off shift and ward meetings and patient meetings.
- l. Demonstrates ability to solve problems and refer through chain of command as needed.

C. When a Department Director/Director of Patient Services has designated an employee to continue to work out of his or her classification over forty (40) consecutive working days, the Department Director/Director of Patient Services must request a temporary or permanent appointment for the employee, to the new classification. Requests for temporary or permanent appointments must be made to the Department Director.

D. The Department Director will review the reclassification request with the Division of Personnel and the Division of Budget and Management, and within two (2) weeks of receipt of the request will: (1) make recommendation for provisional appointment by submitting a PJP; or (2) deny the request.

E. Upon approval by the Department Director of a temporary or provisional appointment of an employee to a new classification, the Department Director will submit all necessary data to the Division of Personnel via Personnel Justification Form.

## **ARTICLE 8 - PART-TIME PROFESSIONAL NURSES**

1. Permanent part-time professional nurses, provided they work more than twenty (20) hours per week, covered by this Agreement shall be granted on a prorated basis all benefits given to full-time nurses in accordance with the practice heretofore in existence.
2. Part-time professional nurses shall be compelled to work at least one of the following holidays: Christmas Day, New Year's Day, and Thanksgiving Day.
3. Part-time professional nurses shall be required to work at least one (1) weekend per month, unless the job for which he/she is hired does not require weekend work.

## ARTICLE 9- VACATION

1.(a). Full time professional nurses covered by this Agreement are entitled to the following paid vacation:

First year of employment:

One (1) day for each month of service;

Second through fifth year of employment:

Twelve (12) vacation days;

Sixth through fifteenth year of employment

Fifteen (15) vacation days;

Sixteenth through nineteenth year of employment:

Twenty (20) vacation days;

Twenty years of employment:

Twenty-five (25) vacation days.

(b). Upon celebrating the fifth, fifteenth, and twentieth years of service, a professional nurse shall be granted the additional vacation during the calendar year in which the professional nurse celebrated that anniversary.

2. Initial requests for summer vacations (May 1st through September 30) must be made in writing by March 15 of each calendar year. The Administrative Director of Nursing must respond to vacation requests by April 1<sup>st</sup> of each year.

3. In scheduling vacations, choice of time shall be governed by seniority. The parties recognize that each Employing Unit or Facility has the right to determine the number of professional nurses within each classification and work unit that may be on vacation at any given time; however, professional nurses shall be offered the opportunity to take some vacation time between May 1st and September 30th. Once vacation periods have been scheduled, each Employing Unit or Facility shall make the changes in vacation scheduled only to meet anticipated staff shortages or emergencies. It is the expressed intent of the Employing Units and Facilities to exercise the authority to change scheduled vacation periods as seldom as possible; additionally, vacations shall be granted at times and in amounts most desired by professional nurses whenever possible. If, at the request of a department head within an employing unit or facility a professional nurse is unable to take all or part of vacation due during the calendar year, the unused portion may be carried over to the next succeeding year only. If the request is denied by a department head within a employing unit/facility or a professional nurse is unable to take all or part of vacation due during the calendar year, the unused portion may be carried over to the next succeeding year only.



4. In the event of death or normal retirement of any employee covered by this agreement, there shall be no proration of vacation in the year in which that event occurs and the employees or his estate shall be paid the number of remaining unused vacation days for which the employee is eligible times the employee's daily rate of pay.
5. In the event the employee is suspended in excess of five (5) working days in any calendar year, the County may prorate that employee's vacation in the succeeding year or upon the employee's leaving County service for any reason based upon the amount of time the employee was suspended in the preceding year.
6. If the employee resigns and has more than fifteen (15) years service and is eligible for retirement pursuant to the requirements of his/her pension program, then in that event, he/she shall be paid the full amount of unused vacation time due and owed him/her in that calendar year without proration.
7. Vacation credits shall not accrue while an employee is on any leave without pay.
8. If a paid holiday occurs during the vacation leave, it is not counted as a day of vacation.
9. With regard to the above vacation schedules, part time professional nurses, provided they work more than twenty (20) hours per week, whether permanent or temporary, will be granted vacation on a prorated basis.
10. Vacations may be taken during the week between Christmas and New Years. All requests for this time period must be in by October 1st. Management will respond to these requests by October 31.

## ARTICLE 10- HOLIDAYS

1. When a professional nurse in those departments operating on an around-the-clock basis, seven days a week, is required to work on a holiday as declared by the County Executive or the Governor, the professional nurse shall be granted a compensatory day at a later date mutually convenient to the professional nurse and the department head. Management will offer the employee three (3) days on which he/she may use the holiday. If none of these are acceptable, the employee may offer three days for the use of the holiday. Management will make good faith efforts to agree on a mutually convenient date for the use of holidays, but reserves the right to assign them to employees. If, because of the pressure of the work such compensatory time is not granted within one year from the date it was earned, then within one month thereafter, the professional nurse shall be paid at the rate of time and one half for such holiday worked.

2. The holidays referred to herein shall be:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

3. The same procedure shall be followed whenever the County Executive or the Governor issues a notice allowing a part of a day for early departure on holiday eves or other special occasions.

4. Holidays falling during an employee's sick leave are counted as holidays.

## ARTICLE 11-SICK LEAVE

1. Sick leave shall be defined as a required absence from work due to a personal illness, accident, exposure to contagious disease or required emergency attendance upon a member of the employee's immediate family who is seriously ill or due to death in the immediate family. The County may request sufficient and adequate documentation that sick leave is being legitimately utilized for one of the aforementioned reasons.
2. Immediate family includes father, mother, step-father, step-mother, husband, wife, child, foster child, sister, brother, mother-in-law, or father-in-law. It shall also include relatives of the employee residing in the employee's household.
3. Each full time professional nurse covered under this agreement will be granted sick leave pay of not less than one (1) working day for every month of service during the remainder of the first calendar year of service following appointment, and an additional fifteen (15) working days in every calendar year thereafter. If a paid holiday occurs during sick leave, it is not counted as a sick leave.
4. Permanent, part-time employees who work more than twenty (20) hours per week are eligible for sick leave on a prorated basis.
5. In the event the employing unit or facility has reason to believe that a professional nurse is abusing the sick leave privilege or may be physically fit to return to work, the employee must, if requested, present an adequate or other appropriate verification for any period of absence chargeable to sick leave pursuant to Civil Service Rules and Regulations.
6. Absences of five (5) consecutive days without notice or approval may be cause for discipline or dismissal.
7. In instances where the County reasonably believes that an employee returning from sick leave may not be capable of performing his normal duties or that his return will jeopardize the health of other employees, the County may, as a condition of return to work, require an examination by a County designated physician. The County will bear the expense of this exam.
8. Nurses who are unable to report to work due to illness or injury must notify the Nursing office at least two (2) hours before each shift unless there is an emergency situation that prevents the employee from calling.

## ARTICLE 12-PAID LEAVE

### 1. Administrative Leave

All full time Professional nurses shall receive seven (7) days professional administrative leave in addition to all other authorized leaves and vacations with pay.

This professional administrative leave shall be subject to those regulations which are currently in force for the use of vacation leave. Permanent part-time nurses shall be granted professional administrative leave on a prorated basis.

### 2. Professional Leave

Leave to attend professional conventions, educational programs or work shops shall be granted to professional nurses in accordance with the existing policy of affording leaves to County Personnel.

### 3. Convention Leave

Three (3) representatives of the Union shall be permitted a paid leave of absence to attend the J.N.E.S.O. Convention. This leave shall not exceed two (2) working days per nurse.

### 4. Personal Leave

a.) Effective January 1 of each calendar year of this Agreement, each employee shall be entitled to three (3) personal leave days per calendar year with pay except as set forth in Section 4(h).

b.) Except in the event of personal emergency, or with permission from the Director of Patient Services/or designee the employee shall submit a written request for such days off at least three (3) days prior to the requested leave.

c.) Personal leave may be scheduled in units of one-half (1/2) day or multiples thereof.

d.) Such leave shall not accumulate. Unused balances in any year shall be canceled, except where the employee's request for such days has been denied.

e.) Requests for such leave may be granted provided there is no interference with the proper conduct of the government function involved.

f.) Priority in granting such request shall be (1) emergencies, (2) observation of religious or other days of celebration, but not holidays, (3) personal business and (4) other personal affairs.

g.) Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of County seniority and the maximum number of such requests shall be granted in accordance with the provisions of Sections E and F.

h.) Newly hired employees shall be granted one-half (1/2) day of personal leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he/she is employed.

i.) Employees must use all personal leave days by December 31.

## ARTICLE 13-LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to permanent employees at the sole discretion of the County Executive for a period not to exceed three (3) months at any one time, however, requests for leaves of absence without pay for medical reasons will not be arbitrarily or capriciously denied where appropriate documentation is provided. A permanent employee means an employee who has acquired a Civil Service permanent status in his position after the satisfactory completion of a working test period. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year.

2. A written request from the employee setting forth the reasons why leave is desired and the dates for commencing and terminating of the leave shall be submitted to the County Executive no later than thirty (30) days prior to the commencement date of such leave except in the event of personal emergency. No leave of absence without pay shall become effective without prior approval of the County Executive.

3. Employees granted a leave of absence without pay shall have their sick and vacation leaves prorated in accordance with Civil Service Rules and Regulations.

4. It is agreed and understood that employees granted a leave of absence without pay shall not receive any fringe benefits granted under the terms of this Agreement and such employees will be personally responsible for the continuation in force of any insurance or pension.

5. At the end of such leave, if granted, the employee will be entitled to return to work in the same job title, without loss of previously accrued seniority.

6. If an employee wishes to return from leave prior to the expiration date he/she must notify his/her supervisor in writing one month prior to the desired date of return and must receive the approval of the Department Director before returning to work.

#### **ARTICLE 14- UNIFORM ALLOWANCE**

Each employee shall receive a yearly uniform allowance in the amount of two hundred dollars (\$200.00) for the term of the Agreement, one-half paid in May and one-half paid in November of each year.

The County will establish and enforce a dress code.

## ARTICLE 15-INSURANCE BENEFITS

1. The County shall continue to provide a paid term life insurance policy in the amount of four thousand dollars (\$4,000.00) for each full-time active employee.

2. Professional nurses become covered at the completion of ninety (90) days of employment, provided the employee works more than twenty (20) hours per week. Eligibility for hospitalization, Medical-Surgical and Major Medical Insurance is the same.

3a. These benefits provide coverage for the professional nurse, his or her spouse and any dependents eligible under the health insurance contract. Upon retirement, a professional nurse, who is a member of PERS and who was covered by life insurance while actively employed and had ten (10) or more years of service credit after 7/1/71 shall have life insurance coverage of three-sixteenths (3/16ths) of his/her last years' salary.

3b. Upon retirement, a professional nurse who is a member of the Employees Retirement System (local fund) may join the N.J. Blue Cross/Blue Shield group program and pay the group premium. In addition, these retirees, may, if they so desire, be covered by a \$2000.00 life insurance policy by paying the group rate which would be deducted from their pension benefit check.

4. The existing Health Insurance and Prescription programs shall remain in effect for the life of this Agreement except as follows:

The County has implemented the following programs:

a) Effective November 8, 2007, the prescription drug plan co-payment will be as follows. The co-payment for each prescription as described above shall be ten dollars (\$10.00) for generic drugs and twenty-five dollars (\$25.00) for non-generic or name brand drugs. The County will continue a mail order prescription program.

b) A mandatory second surgical opinion and pre-admission review program. (Second surgical opinion and pre-admission review are more fully explained in Addendum A.)

5. "New hires" will contribute (co-pay) twenty five percent (25%) of the cost of health benefits insurance premiums for dependent coverage.

For the purpose of this provision "new hires" shall be defined as employees hired after May 25, 1994. All other employees working for the County shall be considered "vested" in the current health care coverage and shall not be required to pay a 25% co-pay for dependent coverage. If such an employee is laid off after the signing of the contract and then rehired by the county the same vesting shall apply.

6. The County reserves the right to change, with notification, the manner in which health



benefits are provided as long as such benefits are not reduced.

7. The County will provide health benefits as described in Part I to employees who retire and fulfill all the requirements and criteria of Part II of this Section.

#### Part I

A. The coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered employee died.

B. All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMO's). The County reserves the right to amend or change this coverage and the plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this agreement is signed.

C. The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active employees.

D. At such times as the eligible retiree becomes Medicare eligible, the eligible retiree will assume the cost of any Medicare coverage. It is expressly understood that the County will provide only supplemental coverage to Medicare.

#### Part II.

In order to be eligible for the health benefits described in Part I, the employee who retires must:

A. Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Fireman's Pension Fund (CPFPPF); and

B. Be actively employed with the County of Essex on the date this provision was made part of this Agreement (October, 1999); and

C. Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and

D. Have been an employee of the County of Essex immediately prior to his/her retirement; and

E. Not elect a vested and deferred retirement; and

F. Not elect or take a disability retirement with less than 25 years of service credit in PERS, ERS, PFRS or CPFPPF; and

G. Not receive payments or stipends of any kind for premiums, charges or the like for retiree medical benefits coverage from any employer; and

H. Not receive health benefits coverage from a source other than Essex County; and

I. Not be eligible to receive health benefits coverage from a source other than Essex County; and

J. Not be an active employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and

K. Not be a retired employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that predecessor agency. Notwithstanding any other provisions in the memorandum and/or collective bargaining agreements previously executed by and between the parties, and other than as provided in part I A and part II G above, the retiree health benefits provided for in this paragraph 3 shall be considered vested benefits as to covered retired employees and current employees as of the date hereof which shall not expire with the expiration of this memorandum or any collective bargaining agreement.

Notwithstanding the requirements set forth in Paragraph A of Part II, and subject to all remaining terms, conditions and eligibility requirements contained in Part II, employees who elected retirement between January 1, 1998 and the date this provision was made part of the agreement shall be eligible for coverage outlined in this provision, provided that the first date of retirement occurred between January 1, 1998 and the date this provision was made a part of this agreement.

In the event that a retiree ceases to be eligible for, or to receive, health benefits from an employer or source other than Essex County and he/she then meets all the requirements of Part II, he/she shall be entitled to the benefits described in Part I of this provision.

8. Effective January 1, 2008, employees shall be eligible to participate in the County's Section 125 Cafeteria Plan.

## ARTICLE 16- NON-DISCRIMINATION

1. The County and the Union agree that the provisions of this Agreement shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.
2. The County and the Union agree not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any employee covered by this agreement because of Union membership or non-membership in the Union or because of any lawful activity by such employee permissible under law or this Agreement on behalf of the Union.
- 3 The Union agrees to be responsible for representing the interests of all Professional Nurses at each of the Employing Units and Facilities without discrimination with regard to race, color, national origin, religious affiliation, sex or marital status, and without regard to Union membership.
4. In accordance with applicable law, the County, either in hiring, promoting, advancing, or assigning jobs, or any other term or condition of employment, agrees not to discriminate against any Professional Nurse because of race, color, national origin, religious affiliation, sex or marital status.

**ARTICLE 17-OTHER POLICIES OF THE  
COUNTY AND THE UNION**

1. A copy of the Personnel Policies and Regulations shall be issued to each Professional Nurse covered by this Agreement.
2. The practice of professional nursing shall be in accordance with the New Jersey Nurse Practice Act and within the standards of practice as established by the ANA.
3. The County agrees to pay the Union \$30,000.00 in January 2006 and \$30,000.00 in January 2007 for the Special Employee Development Fund. It is understood that the administration of this fund shall be the entire responsibility of the Union. Further, the Union indemnifies the County of all responsibility of the funds' operation.
4. The County agrees to provide the union with any information relating to the administration of the fund and further agrees to make claim forms available to the members.
5. Effective December 30, 2007, the mileage reimbursement shall be increased to thirty-five cents (\$.35) per mile.

## ARTICLE 18-STAFF DEVELOPMENT

1a. Essex County Hospital Center will provide newly hired and transferred employees with an orientation program based on the standards set forth by the appropriate regulatory and accrediting agencies. The County will provide the orientee with a skills check list which refers to the duties contained in their job description.

The orientation program will include both classroom and clinical instruction based on core competency requirements of the hospital, as well as the assessed individual learning needs of the new employee.

The length of the orientation program will be determined by the individual's progress in the program as well as the documented satisfactory completion of all orientation requirements. The general orientation will address the specific needs of patients located within the hospital's designated patient care units.

Nurses in orientation will not be considered in the overall staffing plan for that time period.

The hospital will provide a basic orientation to all treatment units during the general orientation program.

1b. Charge Orientation: No nurse will be in charge of any unit unless they have first been given a working orientation to that unit for a period of at least one (1) working day.

1c. Floating: Floating shall be done within the following blocks:

Administration/Discharge Units  
Psycho/Geriatrics Units=Medical Units  
Community Oriented Units=Socialization Units

Nurses will float within those treatment units. Should floating be necessary off their regularly assigned units, floating outside of the blocks is permitted, provided such floating is mutually agreeable.

2. Each full time bargaining unit employee shall be entitled to a minimum of two (2) guaranteed paid outside education days of eight (8) hours each, during each year of this Agreement. Each part-time employee regularly scheduled to work .5 FTE or more shall be entitled to one (1) guaranteed outside paid education day of eight (8) hours each year of this Agreement. These days shall be requested by the nurse and scheduled and approved by Director of Patient Services or designee.

Nothing shall prevent the Employer from sending any nurse to any other seminar or program at the County's expense.

3. In-Service: An organized program of in-service education (which shall not be a required responsibility during non-duty hours) will be conducted for the betterment and continued update of current nursing practices. In the event that such a program is scheduled on an employee's time off, and the employee is requested to attend, the employee may attend and will be paid at the rate of time and one half ( $1\frac{1}{2}$ ) for the hours spent.
4. Each year of the Agreement employees will be required to attend competency day. Employees shall use one outside education day for attendance at competency day. In the event that such a program is scheduled on an employee's time off, and the employee is required to attend, the employee will attend and have the option of pay at the rate of time and one half ( $1\frac{1}{2}$ ) for the hours spent or one additional administrative leave day.

## ARTICLE 19-TUITION EDUCATION BENEFITS/ CONTINUING EDUCATION

### A. Tuition

The County agrees to reimburse full-time employees enrolled in a degree granting program for tuition for up to twelve (12) credits per calendar year for job related courses at an accredited college or university with the prior written approval of the Director of Patient Services and Department Director and proof of receipt of a grade of "C" or better (or pass, if pass/fail). In exchange for tuition reimbursement, the employee must sign a two (2) year commitment to remain employed at Essex County in a professional nurse capacity, or repay all tuition earned up to that point. Provisions of this clause apply to courses taken on the employee's own time. The two (2) year commitment will commence at the completion of the last course taken by the employee. The maximum amount to be expended is as follows:

#### 1. 2006 through 2007

Ten thousand dollars (\$10,000) for tuition reimbursement per year.

This benefit is pro rata for part-time employees.

### B. Continuing Education

(a) Effective January 1, 2007, seven thousand dollars \$7,000 shall be available for continuing education.

In order to receive reimbursement, the Employee must receive written approval from the Director of Patient Services and the Department Director.

This benefit is pro rata for part-time employees.

(b) The County is in the process of developing programs that will provide educational opportunities for on-staff nurses. The course selection shall be consistent with criteria established by the National Commission for Certifying Agencies.

C. Each member may initially receive ten percent (10%) of the annual fund amounts designated in sections A and B above. If there is money remaining in the fund at the completion of the calendar year, each employee who submitted requests for tuition reimbursement or continuing education shall equally split the remaining funds, not to exceed the cost of the tuition or continuing education classes. All additional monies not paid, if any, shall be carried over. Carry over of the funds in this article will apply for each year of the contract.

## ARTICLE 20-MERIT PAY PROGRAM PERFORMANCE APPRAISALS

Effective for the July 1, 2006 - June 30, 2007, the following program shall be operative:

### I. INTRODUCTION

Each employee will be evaluated on an annual basis as a means of establishing accountability for responsibilities. Evaluations will be completed and reviewed by the Department Director by September 1st.

### II. PROCEDURE

#### A. Initial Interview

The purpose of the initial interview will be to inform employees of what they are expected to do by developing a Performance Agreement using Objectives established by Management.

#### B. Performance Evaluation

The rating interview will be held once per year to review and evaluate the employee's job performance. The employee and his/her immediate supervisor will be present at these interviews. Nurse Managers will provide input into RN evaluations on their shift and evaluate Non-RN personnel on their shift. Off shift Charge Nurse will provide input into Non-RN personnel evaluations on their shift. ADN's will evaluate off shift RN's.

### III. IMPLEMENTATION OF PROGRAM

Performance evaluations and recommendations will be made in accordance with the Performance Evaluation Form, Parts A and B. Evaluations as regards specific objectives will be graded utilizing the following categories:

- E - Excellent
- G - Good
- S - Satisfactory
- U - Unsatisfactory

1. No more than fifty percent (50%) of the Objectives are to be weighed as Essential. No less than ten percent (10%) nor more than twenty-five percent (25%) of the objectives are to be weighed as Desirable.

2. Agreement is then signed and dated by employee and ADN/Director of Patient Services at the start of the evaluation period, indicating that both understand the objectives on which the employee is to be evaluated.



3. At the end of the evaluation period, the Evaluator indicates the performance on each objective by checking the appropriate box.

4. Weights are multiplied by the number corresponding to each level of performance and the products of those numbers are added together and divided by the total number of objectives to determine the final rating.

22 or above	Excellent
16 - 21	Good
10 - 15	Satisfactory

5. Evaluation is then signed and dated by employee and ADN/Director of Patient Services indicating that the evaluation has taken place.

#### **IV. ELIGIBILITY**

Employees at the maximum of the salary range for their title can qualify for a Lump Sum Bonus. Employees not at maximum of the salary range for their title can qualify for a Base Adjustment.

#### **V. COMPENSATION**

##### Employees at Maximum Pay

Excellent	\$412.00
Good	\$309.00
Satisfactory	\$206.00
Unsatisfactory	\$0

##### Employees Not at Maximum Pay

Excellent	\$1000.00
Good	\$700.00
Satisfactory	\$500.00
Unsatisfactory	\$0

#### **VI. NON-ELIGIBILITY**

An employee does not qualify for a Merit Payment if:

1. He/She is Sick more than ten (10) days without documentation.
2. He/She is tardy a combination of more than ten (10) times and 150 minutes.
3. He/She is absent more than one-third of the evaluation period.

4. He/She receives an Unsatisfactory rating.
5. He/She is suspended during the evaluation period.

#### VII. APPEAL MECHANISM

In the event that an employee disagrees with the performance review, he/she may use the grievance procedure.

## **ARTICLE 21- PERSONAL PROPERTY**

The County is not responsible for any loss of employees personal property. However, if personal property on the body of an employee is destroyed while performing his/her duties while complying with security and procedural rules and regulations of the employing unit or facilities then the employee will be reimbursed for the cost of the damaged item by an evaluation at the time of loss.

Loss or damage to an employee's automobile parked at a County facility through acts of vandalism, while an employee is discharging the duties of his/her job, will be compensated in the amount of up to \$100.00 per claim.

Each employee on each unit shall have access to a locker.

## **ARTICLE 22-PERSONNEL FILES**

1. The employee shall have the right to review his/her personnel file during regular business hours, provided the employee calls first to arrange for an appointment.
2. Such a review will take place in the presence of a representative of the Employer.
3. In the event an employee desires copies of any material in the file, the Employer shall make such copies at the prevailing charge of such services.

## **ARTICLE 23-LABOR/MANAGEMENT PEACE AND STABILITY**

1. Inasmuch as this Agreement provides machinery for the orderly resolution of disputes through the procedures outlined in Article 24 of this contract, the County and the Union recognize their mutual responsibility to provide for uninterrupted services.
2. The County and the Union agree that there shall be no strikes or lockouts during the life of this Agreement.

## ARTICLE 24 - GRIEVANCE PROCEDURE

1. Scope: Every grievance shall be adjusted as stated in this Agreement.
2. Definition: A grievance shall be defined as a dispute concerning the application or interpretation of specific provisions of this Agreement.
3. Group Grievance: A grievance which affects a substantial number or class of employees or on behalf of the Union may be presented initially to the Department Head, without the necessity of complying with the preceding steps. Such grievances may only be presented by the Union.
4. Time Limitations: Alleged grievances must be presented within ten (10) calendar days of the date the Employee received notice of the event or occurrence giving rise to the grievance or they will be barred.

### STEP ONE

- a. A grievance shall be presented on an appropriate form to the employee's director of nursing of the employee's facility. The grievance shall be presented in writing and the grievant, Union representative and the Director or designated representative shall meet to discuss the grievance within five (5) calendar days of its initial presentation. The Director or designee shall provide a written response to the grievance within ten (10) calendar days of its presentation.
- b. In the event the grievance is denied, or no response is made within ten (10) calendar days by the unit Director, the grievance will be deemed denied.

### STEP TWO

- a. In the event the grievance is not resolved within seven (7) calendar days of its presentation at Step One, then the grievant shall have five (5) calendar days to appeal in writing to the Department Director.
- b. The Department Director shall respond in writing within (10) ten calendar days of the presentation of the grievance. In the event the grievance is denied, or no response is made within ten (10) calendar days by the Department, the grievance will be deemed denied.

### STEP THREE

- a. In the event the grievance is not resolved in Step Two, the Union, and only the Union may submit the dispute to arbitration.
- b. Notice of Intent to Request Arbitration shall be given in writing by the Union to the

Department Director and the County Executive within ten (10) calendar days of the Department Director's response at Step Two.

c. The Union shall submit the matter to the New Jersey State Board of Mediation for the selection of an Arbitrator pursuant to its rules.

d. The Arbitrator shall have no power to add to, subtract from, or alter language of this Agreement. The Arbitrator shall have no power to make an award inconsistent with the law, and shall render an award and opinion only on the interpretation of the clause of the Agreement involved.

e. The Arbitrator's decision shall be binding on all parties on matters regarding violations of the contract.

5. General Provisions:

a. No prejudice shall attend any party or person for filing or participating in this procedure.

b. The parties will cooperate in investigating and providing relevant information concerning a grievance in process.

c. There shall be no loss of pay for the grievant and one Union representative for time spent while scheduled for duty while presenting the grievance at any step of the procedure.

d. The costs of the services by the Arbitrator shall be shared equally by the parties.

## ARTICLE 25-DISCIPLINE

1. The County agrees to use the Progressive Disciplinary Procedure. Serious breeches of discipline may require immediate suspension or dismissal rather than counseling, warning, or written warning.

2. When the presence of an employee is determined to be dangerous to the welfare of clients or employees, the Department Director or his/her designee may suspend the offender immediately pending investigation, formal charges, and the subsequent hearing.

3. The Employer will have the right to discharge, suspend, or discipline the employee for just cause according to Civil Service Rules and Regulations. Cause includes, but is not limited to, the following:

- a. Neglect of duty;
- b. Incompetency or inefficiency;
- c. Incapacity due to mental or physical impairments;
- d. Conduct unbecoming an employee in the public service;
- e. Insubordination or serious breach of discipline;
- f. Disorderly or immoral conduct;
- g. Chronic or excessive absenteeism;
- h. Intoxication while on duty;
- i. Negligent or willful damage to public property or waste of public supplies;
- j. Willful violation of any of the provisions of the Civil Service statutes, rules or regulations, or other statutes relating to the employment of public employees;
- k. Conviction of any criminal act or offense;
- l. Use or attempt to use one's authority or influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.
- m. Violations of the Nurse Practice Act.

4. When a professional nurse is summoned to the Director of Patient Services or the Department Director's office, for the purpose of discipline, he/she has the right to be informed of the meeting and of the charges against him/her, and the right to be represented at such meeting by the Union Representative, which right may be waived in writing, by the professional nurse.



## **ARTICLE 26 - EXTENT OF COUNTY LIABILITY**

1. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position or employment, the County shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the cost of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.
2. Should any criminal action be instituted against any employee entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his/her employment with the County, and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him/her for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

## **ARTICLE 27-UNION NOTIFICATION/ UNION TIME**

1. The Employer shall notify in writing no later than ten (10) days prior to the implementation of any new rules or the modification of any existing rules governing working conditions.
2. Quarterly (January, April, July, October) of each calendar year of the Agreement, the Employer will forward to the Union a seniority list setting forth the names, job titles, dates of hire, addresses, and base salary of all employees who are members of the bargaining unit.
3. The County will notify the Local President or designee of all newly hired employees covered by this agreement. The Hospital will submit a list of new hires including their base wage and shift. This list will be submitted within one month of the new employee hire date.

## **ARTICLE 28-PAY PRACTICES**

1. Employees will be paid by check every other week on a Friday; payment will be made during the regular working hours.
2. When payday falls on a holiday, employees will be paid on the day preceding the holiday.
3. Upon two (2) weeks advance request of the individual employee, vacation pay will be paid on the payday prior to the start of the vacation period, without excessive deductions.
4. The County has instituted a payroll hold back for all employees which shall not exceed one (1) week. Employees shall have five (5) days pay deferred from their initial paycheck.

## ARTICLE 29-UNION SECURITY/AGENCY SHOP

1. The County agrees to deduct dues as set by the Union, from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in possession of the County a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County.

2. The County shall not be obligated to make dues deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

3. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Office of Labor Relations notice of the change at least thirty (30) days prior to the effective day of such change.

4. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for the purpose of complying with any of the provisions of this Article.

5. The County agrees to continue the Agency Shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to eighty-five percent (85%) of the regular membership dues, fees and assessments. The Union, in exchange for the implementation of said Agency Shop hereby agrees to hold the County harmless against any implementation of this Agency Shop provision.

6. Pursuant to N.J.S.A. 34:13A-5.4, Section 2, the majority representative, JNESO and the public employer, COUNTY OF ESSEX, have reached an agreement whereby the majority representative shall be entitled to a representation fee in lieu of dues from all non-union member employees for services rendered by the majority representative.

The representation fee in lieu of dues shall be in an amount equivalent to the regular union membership dues, initiation fees and assessments charged by the majority representative to its own members, less the cost of benefits financed through the dues, fees and assessments and available or benefiting only union members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

Any non-union member public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under the following procedure a return of any part of the fee paid by her which represents the non-union members employee's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only

incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share, subject to refund, shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

A demand for the return of that portion of the representation fee, used either in the aid of activities or causes of a partisan political or ideological nature only incidentally related to terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative, may be made only by a non-union member employee assessed with said fee or his attorney in writing by certified mail return receipt requested to Executive Director, JNESO, 146 Livingston Avenue, New Brunswick, New Jersey 08901.

The written demand must include the name and address of the non-union member employee, the name and address of the non-member's public employer and must specify the portion or portions of the representation fee demanded to be returned and the reasons thereof.

A three member committee shall convene for the purpose of hearing demands for returns of the representation fee received by the Executive Director during the preceding year covered by the collective bargaining agreement.

(a) The committee shall be selected by the executive board of the majority representative.

(b) All non-union member employees or their attorney submitting demands for the return of a portion or portions of the representation fee shall receive written notification of the date, site and time of the hearings on such demands, a minimum of 10 days prior to the scheduled date of the hearing.

At such hearings the majority representative shall have the burden of proving that the portion or portions of the representation fee demanded to be returned by the non-union member employee has not been used in the aid of activities or causes of a partisan or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

All non-union member employees shall be accorded a full and fair hearing on their demand before the three member committee. If at the conclusion of the hearing, the committee determines that the majority representative has failed to prove that a portion or portions of the representation fee was not used in the aid of activities or causes a partisan or ideological nature only individually related to the terms and conditions of employment and was not applied toward the cost of any other benefits available only to members of the majority representative, the committee shall order the majority representation to return to the non-union member employee all parts of the representation fee which, as determined by the committee, represents the non-union member employees additional pro-rata share of

expenditures by the majority representative that are either in aid of activities or causes of a partisan or ideological nature only incidentally related to terms and conditions of employment or have been applied toward the cost of any other benefits available only to members of the majority representative.

Any non-union member employee who is party to such a hearing may appeal the determination and order of the committee to a three member board to be appointed by the Governor pursuant to N.J.S.A. 34:13A-5.4, Section 3 pursuant to the rules and regulations as promulgated by P.E.R.C.

## ARTICLE 30-DEDUCTION OF UNION DUES

A. The County, upon receipt of a written check-off authorization from the employee, shall deduct from the wages of that employee each payroll period dues as fixed by the Union.

B. The County shall be relieved of making such deductions upon:

1. Termination of employment, or
2. Transfer of a job other than one covered by the bargaining unit, or
3. Layoff from work, or
4. Leave of absence, or
5. Revocation of the check-off authorization in accordance with its terms.

C. Upon return of the employee from any of the enumerated absences in Section B, the County shall immediately resume the obligation and make the deductions except those deductions for terminated employees shall be governed by the first paragraph of this Article.

D. The County shall not be obligated to make dues deductions of any kind from any member in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

E. By the fifteenth (15th) of each month, the County shall remit to the Union all deductions for dues deducted for the preceding month from each payroll. As soon as possible, the County will, in addition to the dues, provide a list of employees in the bargaining unit from whom dues have been deducted, with the payroll run for each pay period, with a copy to the local president.

F. The Union shall indemnify, defend and save the County harmless from and against any and all claims, suits, judgments and any other form of liability as a result of the County making deductions in accordance with the foregoing provisions of the Article.

## ARTICLE 31-NEW POSITIONS

1. In the event the appointing authority creates a new job title within the jurisdiction of this bargaining unit, the Employer shall give thirty (30) days notice to the Union prior to the filling of any position. During the thirty (30) day period, the parties shall meet and negotiate concerning the working conditions of the job.
2. In the event the parties are unable to agree within thirty (30) days allowed, at the expiration thereof, the appointing authority may fill the position and the parties shall continue to negotiate. Upon reaching agreement, any conditions, which may be made retroactive for incumbents, shall be provided.
3. In the event of disagreement concerning jurisdiction over the title, the dispute shall be submitted to the Public Employment Relations Commission pursuant to its regulations for resolution.
4. The Local Union First Vice-President shall be notified of all vacant bargaining positions.



## ARTICLE 32-POOL NURSES

1. Pool nurses shall supplement regular Nursing Staff.
2. The work week for each pool nurse shall not exceed twenty (20) hours.
3. Pool nurses are covered by the terms and conditions of this Agreement, however, are not eligible for any of the paid time or economic benefits set forth in the Agreement.
4. Upon signing of the Agreement all pool nurses will be paid as follows; or the employees existing rate, whichever is higher.

	<u>Current</u>	<u>1/1/06</u>	<u>1/1/07</u>
<u>Day Shift</u> -	\$30.01/HR	\$30.91	\$31.84
<u>Evening Shift</u> -	\$31.08/HR	\$32.01	\$32.97
<u>Night Shift</u> -	\$31.08/HR	\$32.01	\$32.97

Pool nurses will be eligible for all salary increases as defined by Article 5 of the agreement.

## ARTICLE 33-RESIGNATION AND TERMINAL BENEFITS

1. Resignation: An employee who is terminated by resignation will give the Employer four (4) weeks written notice, such notice to run from the date the letter arrives in the Unit Director's Office, or forfeit terminal benefits. Said terminal benefits shall consist of all holidays, vacations, and personal days due calculated on a prorata basis of employee's resignation date.

2. Terminal Benefits: Employees who are permanently laid off for other than disciplinary reasons will receive as a terminal allowance: (a) forty-five (45) calendar days notice of such layoff or compensation to the extent such notice is deficient and; b) all holidays, vacation days, and personal days, due on a prorated basis as of the employee's termination date.

#### **ARTICLE 34-SEVERABILITY**

Should any part of this Agreement or any provisions herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## ARTICLE 35-LONGEVITY

The longevity increment program formally in effect will be continued for all permanent employees on the payroll as of December 31, 1974, but is discontinued and non-applicable to all employees hired after December 31, 1974.

All longevity increments due on or after January 1, 1976 shall be calculated on the basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.

Effective January 1, 1976, inequity in longevity payments will be eliminated over a five (5) year basis by increasing an affected employee's longevity increment to the extent of twenty percent (20%) of said inequity in each of the aforesaid five (5) years.

Longevity increments will be paid as heretofore, namely beginning with the pay period following the anniversary date of employment.

## **ARTICLE 36-UNION RIGHTS**

### **DURING NEGOTIATIONS**

The parties will mutually agree upon the time and place for the conduct of negotiations leading to a successor agreement. The number of representatives of the Professional Nurses Union representing that group shall remain in its discretion. However, the Employer agrees that up to six (6) members of the bargaining unit from the combined employing units and facilities shall be released from duty with pay while attending such negotiations; provided, however, that they are subject to recall to duty in the event of emergency.

### **ARTICLE 37-RESIDENCY REQUIREMENT**

The parties agree to conform to the current Residency Requirement.

The Residency Requirement is attached as Schedule C and incorporated herein.

## ARTICLE 38-NATIONAL CERTIFICATION

Effective January 1, 2007, employees with National Certification from the following professional organizations:

1. ANA
2. State Certification Alcoholic Counseling
3. Certification Board for Practitioners in Infection Control

shall receive six hundred dollars (\$600.00) per year. Certification must be in area of assignment and beyond that required for job title. Proof of certification must be provided and only one (1) certification will be recognized and must be maintained.

## ARTICLE 39-PROFESSIONAL PRACTICE COMMITTEE

1. A Professional Practice Council (PPC) will be established to consider and constructively recommend to the nursing administration ways and means to improve nursing practice and patient care insofar as the provisions of the contractual agreement are not added to or otherwise modified.
2. At least once per quarter, the Director of Patient Care Services or designee shall meet with the PPC at one of its regularly scheduled meetings.
3. Whenever the PPC makes a written recommendation to the Director of Patient Care Services, he/she will respond to the PPC in writing. Recommendations are advisory in nature, and not binding on the parties.
4. Release time will be provided to Nurses up to one hour paid release time each month to attend the PPC meeting. The Council will include six (6) bargaining unit members. No more than one PPC representative shall come from a particular patient care unit or equivalent.
5. Agenda items will be submitted in writing to the Council Chair person at least ten days prior to the scheduled meeting unless otherwise agreed. Minutes will be taken and distributed to members.
6. The following matters are specifically excluded from discussion by the PPC:
  - a. Pending grievances or items properly handled under the grievance procedure.
  - b. Individual disciplinary actions.
  - c. Collective Bargaining matters.
  - d. Performance appraisals of individual employees.
  - e. Non-negotiable terms and conditions of employment
7. The provisions of this Article are not subject to the grievance and arbitration provisions of the parties Collective Bargaining Agreement.



## **ARTICLE 40-DURATION**

The term of this Agreement shall be two years terminating on December 31, 2007.

The terms and conditions of this Agreement shall become effective on the 1<sup>st</sup> day of January 2006, and shall remain in full force and effect until 12:00 midnight on December 31, 2007. The parties agree to enter into negotiations leading to a renewal of this Agreement no later than the 120<sup>th</sup> day immediately preceding the termination date of this Agreement unless such date is a Saturday, Sunday, or holiday, in which event negotiations shall commence on the next succeeding day.

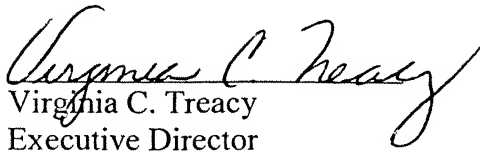
Employees who have retired during the term of this Agreement, and prior to its signing are eligible for retroactive salary increases.

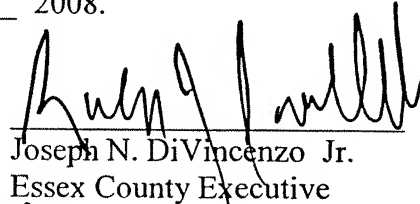
This shall not be construed as a past practice.

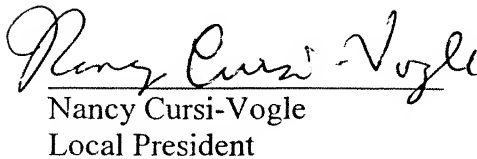
## ARTICLE 41-RATIFICATION

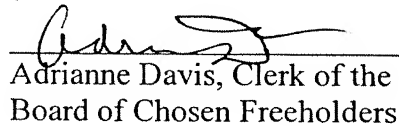
This agreement is subject to the ratification of the local membership, the County Executive, and the Board of Chosen Freeholders.

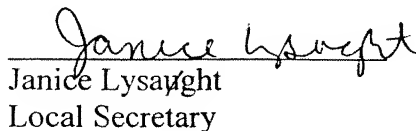
IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this 28 day of May 2008.

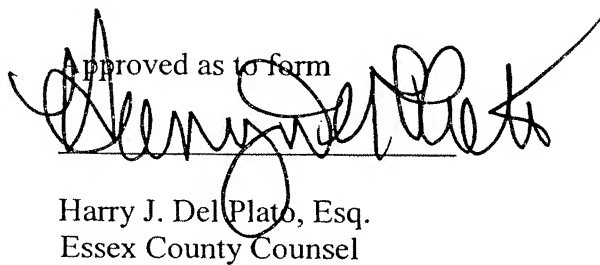
  
Virginia C. Treacy  
Executive Director

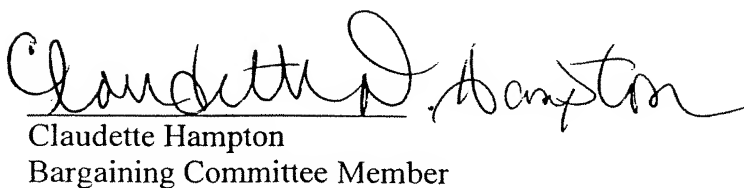
  
Joseph N. DiVincenzo Jr.  
Essex County Executive

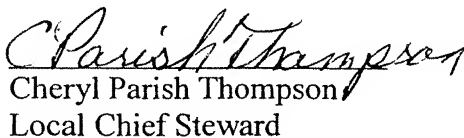
  
Nancy Cursi-Vogle  
Local President

  
Adrianne Davis, Clerk of the  
Board of Chosen Freeholders

  
Janice Lysaught  
Local Secretary

Approved as to form  
  
Harry J. DelPlato, Esq.  
Essex County Counsel

  
Claudette Hampton  
Bargaining Committee Member

  
Cheryl Parish Thompson  
Local Chief Steward

## ADDENDUM A

### Pre-Admission Review

Pre-Admission Review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized program to meet the needs of the County and Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medial resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

### Benefits to the Employee

- Maximizing employees' health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate
- Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk

factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.00.

### Commonly Asked Questions About Pre-Admission Review

#### 1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

#### 2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number:

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or caesarean).

#### 3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

If you decide to enter the hospital as an outpatient after receiving a denial, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedure and am admitted to the hospital and an inpatient?

One of two things can happen:

If it is determined afterwards that the admission was necessary, you will be liable for 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes, you must still obtain PAR from the PAR medical specialists. Your physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR Program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs. It is important to hold down costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

#### HOSPITAL TRANSFER

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

#### OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

#### NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

#### MANDATORY SECOND SURGICAL OPINION PROGRAM

1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control

health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

2. How does the Mandatory Second Surgical Opinion Program work?

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

3. If the second opinion specialists say I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for a second opinion.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the

County of Essex.

6. Which surgical procedures is part of the Mandatory Second Surgical Opinion Program?

**ARTHROSCOPY**

Examination of JOINT using a scope (may include meniscoectomy).

**CATARACT SURGERY**

Surgical removal of cataract (clouded lens) from the EYE.

**CHEMONUCLEOLYSIS OF DISK**

Destruction of VERTEBRAL DISK by injection.

**CHOLECYSTECTOMY**

Removal of GALLBLADDER (may include examination of bile ducts).

**CORONARY ARTERY BY PASS SURGERY**

Insertion of vein graft to bypass an obstructed HEART ARTERY.

**EXCISION OF INTER-VERTEBRAL DISK**

Removal of a herniated DISK (including excision of disk with fusion).

**HYSTERECTOMY**

Removal of Uterus

**MASTECTOMY**

Surgical removal of BREAST (or portion).

**MENISCETOMY**

Removal of cartilage from the KNEE.

**PROSTATECTOMY**

Removal of all or part of the PROSTATE.

**RHINOPLASTY**

Surgery to NOSE to correct deformities (including submucous resection).

**SEPTECTOMY WITH**

Removal of an obstruction of the NOSE (includes submucous resection).

**SPINAL FUSION**

Joining of VERTEBRAE for immobilization.

**TONSILLECTOMY**

Removal of the TONSILS



7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second complaint, for example:

Cosmetic surgery

Dental surgery

Minor surgery (i.e. removal of sebaceous cyst)

Surgery ineligible by your health benefits plan

Sterilization procedures

Emergency surgery

Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians the County of Essex can:

- guarantee that claims will be paid properly;
- eliminate payment by subscribers for the second opinion consultation; and
- be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original physician to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask that they specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available.

However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Part of the arrangement between the County of Essex and the specialists participating in the program, is an agreement that the specialist will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize the thrust on health care is toward cost containment and patient involvement. As a result of programs like theirs, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefits package?

This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Approximately 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.

## **Addendum B**

### **Registered Nurse**

	<b>Current</b>	<b><u>1/1/2006</u></b> <b>3%</b>	<b><u>1/1/2007</u></b> <b>3%</b>
Step 1	\$49,897.66	<b>\$51,394</b>	<b>\$52,936</b>
Step 2	\$51,741.90	<b>\$53,294</b>	<b>\$54,893</b>
Step 3	\$53,586.15	<b>\$55,194</b>	<b>\$56,850</b>
Step 4	\$55,430.39	<b>\$57,093</b>	<b>\$58,806</b>
Step 5	\$57,274.63	<b>\$58,993</b>	<b>\$60,763</b>
Step 6	\$59,122.09	<b>\$60,896</b>	<b>\$62,723</b>

### **Nurse Manager**

	<b>Current</b>	<b><u>1/1/2006</u></b> <b>3%</b>	<b><u>1/1/2007</u></b> <b>3%</b>
Step 1	\$52,070.89	<b>\$53,633</b>	<b>\$55,242</b>
Step 2	\$54,338.42	<b>\$55,969</b>	<b>\$57,648</b>
Step 3	\$56,605.95	<b>\$58,305</b>	<b>\$60,054</b>
Step 4	\$58,873.48	<b>\$60,641</b>	<b>\$62,460</b>
Step 5	\$61,141.01	<b>\$62,977</b>	<b>\$64,866</b>
Step 6	\$63,411.76	<b>\$65,313</b>	<b>\$67,273</b>

### **Instructor**

	<b>Current</b>	<b><u>1/1/2006</u></b> <b>3%</b>	<b><u>1/1/2007</u></b> <b>3%</b>
Step 1	\$57,269.28	<b>\$58,987</b>	<b>\$60,757</b>
Step 2	\$60,169.06	<b>\$61,974</b>	<b>\$63,834</b>
Step 3	\$63,068.84	<b>\$64,961</b>	<b>\$66,911</b>
Step 4	\$65,968.62	<b>\$67,948</b>	<b>\$69,988</b>
Step 5	\$68,868.40	<b>\$70,935</b>	<b>\$73,065</b>
Step 6	\$71,771.40	<b>\$73,924</b>	<b>\$76,142</b>

**Supervisor of Nurses**

	<b>Current</b>	<b><u>1/1/2006</u> 3%</b>	<b><u>1/1/2007</u> 3%</b>
Step 1	\$54,515.23	\$56,150	\$57,835
Step 2	\$57,167.47	\$58,882	\$60,649
Step 3	\$59,819.71	\$61,614	\$63,463
Step 4	\$62,471.95	\$64,346	\$66,277
Step 5	\$65,124.19	\$67,078	\$69,091
Step 6	\$67,778.57	\$69,812	\$71,907

**Clinical Specialist/Nurse Practitioner**

	<b>Current</b>	<b><u>1/1/2006</u> 3%</b>	<b><u>1/1/2007</u> 3%</b>
Step 1	\$60,117.62	\$61,922	\$63,779
Step 2	\$63,246.73	\$65,145	\$67,099
Step 3	\$66,375.83	\$68,368	\$70,419
Step 4	\$70,576.55	\$71,591	\$73,539
Step 5	\$72,634.05	\$74,813	\$77,059
Step 6	\$75,765.30	\$78,038	\$80,379

**Admitting Officer**

	<b>Current</b>	<b><u>1/1/2006</u> 3%</b>	<b><u>1/1/2007</u> 3%</b>
Step 1	\$64,572.31	\$66,605	\$68,504
Step 2	\$67,408.87	\$69,431	\$71,514
Step 3	\$70,245.43	\$72,353	\$74,524
Step 4	\$73,081.98	\$75,275	\$77,534
Step 5	\$75,918.54	\$78,197	\$80,544
Step 6	\$78,758.31	\$81,121	\$83,554

**Pool Rates**

	<b>Current</b>	<b><u>1/1/2006</u></b>	<b><u>1/1/2007</u></b>
Day	\$30.01	\$30.91	\$31.84
Evening	\$31.08	\$32.01	\$32.97
Night	\$31.08	\$32.01	\$32.97

ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF ESSEX

ORD. #1

ORDINANCE NO. 0-02-0008  
PROPOSED BY:  
FREEHOLDER LORDI CAVANAUGHAUTHORITY FOR RESOLUTION N.J.S.A. 40:41A-38(g)  
AUTHORITY FOR ACTION E.C.A.C. 3.11(L)

SUBJECT:

## ORDINANCE TO AMEND RESOLUTION NO. 36454

## COUNTY EMPLOYEES - ADOPTION OF RESIDENCY REQUIREMENTS

WHEREAS, the Essex County Board of Chosen Freeholders (the "Board" adopted Ordinance No. 36454 on September 14, 1978, amended on April 26, 1996, mandating that all Essex County (the "County") employees be bona fide residents of the County under the belief that there will be (i) general economic benefits flowing from local expenditures of employees' salaries, and (ii) an enhancement in the quality of employee performance; and

WHEREAS, Ordinance No. 36454 permits a hiring authority (where such hiring authority determines that there are certain specific positions or employments requiring special talents or skills that are necessary for the operation of the County and that are not likely to be found among residents of the County) to fill County positions without reference to residency; and

WHEREAS, it has come to the Board's attention that there is a serious shortage of qualified nurses in the County even though a hiring authority can fill positions requiring special skills and talents (as in the case of nurses), without reference to residency; and

WHEREAS, the Board wishes to cure the shortage of nurses by amending and waiving the residency requirements for nurses hired in the County for a period of one (1) year to take effect upon passage and adoption of this Ordinance to insure the efficient, proper and safe operation of all health facilities in the County; now, therefore, be it

ORDAINED, by the Essex County Board of Chosen Freeholders, as follows:

1. Amend and waive the residency requirements for nurses hired in the County for a period of one (1) year to take effect upon passage and adoption of same to insure the efficient, proper and safe operations of all health facilities in the County.
2. That a public hearing on this ordinance shall be held on August 8, 2002 at 7:00 P.M., at West Caldwell Town Hall, 30 Clinton Road, West Caldwell, NJ.
3. That the Clerk of the Board shall publish and post notice of this ordinance as required by N.J.S.A. 40:41A-142.
4. That upon adoption, a copy of this ordinance shall be forward to all the Secretary of the Civil Service Commission to indicate the intent of this Board.

Approved as to form and legality \_\_\_\_\_

RECORD OF VOTE (X=Vote N.V.=Absention ABS=Absent)

**FIRST READING**

Moved by Freeholder CAVANAUGH  
Seconded by Freeholder MARTINEZ

**SECOND READING**

Moved by Freeholder CAVANAUGH  
Seconded by Freeholder SEBOLD

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
CAVANAUGH	X				CAVANAUGH	X			
JACKSON				X	JACKSON				X
JONES	X				JONES	X			
MARTINEZ	X				MARTINEZ	X			
PAGANELLI	X				PAGANELLI	X			
SCARPELLI				X	SCARPELLI	X			
SEBOLD	X				SEBOLD	X			
WATSON, V.P.	X				WATSON, V.P.	X			
DIVINCENZO, PRES.	X				DIVINCENZO, PRES.	X			

Date Mailed to Municipal Clerks 7-19-02  
Date Public Hearing 8-8-02  
Date Published 7-24-02

Date Mailed to Municipal Clerks 8-15-02  
Date Published 8-22-02

It is hereby certified that the foregoing Ordinance was  
(X) adopted ( ) defeated ( ) tabled by roll call vote at  
REGULAR meeting of the Board of Chosen  
Freeholders of the County of Essex, New Jersey, held  
on JULY 17, 2002

It is hereby certified that the foregoing Ordinance  
was (X) adopted ( ) defeated ( ) tabled by roll  
call vote at SPECIAL meeting of the  
Board of Chosen Freeholders of the County of  
Essex, New Jersey, held on AUGUST 8, 2002

Joseph N. DiVincenzo, President

Joseph N. DiVincenzo, President

The foregoing Ordinance has been duly presented to me on  
I hereby (X) approve ( ) disapprove the same on  
Returned and filed 8-14-02

8-9-02  
8-14-02

Adrianne Davis  
Adrianne Davis, Clerk

James W. Treffinger  
James W. Treffinger, County Executive

ORDINANCE OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

ORD. #1

Ordinance No. 0-96-0003

Statutory Authority for Ordinance NJSA 40:41A-38

Proposed by:

Authority for Action ECAC 3.11(L)

Sponsored by:

Freeholder DiVincenzo

SUBJECT:

ORDINANCE AMENDING RESOLUTION NO. 36454

COUNTY EMPLOYEES - ADOPTION OF RESIDENCY REQUIREMENTS

WHEREAS, the quality of employee performance will be enhanced by a greater personal knowledge of the County's conditions and a feeling of greater personal stake in the County's progress; and

WHEREAS, there will be general economic benefits flowing from local expenditures of employees' salaries; and

WHEREAS, Chapter 63, Public Laws of 1978, establishes procedures for adopting residency requirements in any local unit; now, therefore, be it

ORDAINED, by the Board of Chosen Freeholders of the County of Essex, that:

1. Unless otherwise provided by law, all officers and employees hired by the County of Essex, after the effective date of this ordinance shall be a bona fide resident of the County of Essex.

2. A bona fide resident for the purpose of this ordinance is a person having a permanent domicile with the County of Essex, and one which has not been adopted with the intention of again taking up or claiming a previous residence acquired outside the boundaries of the County of Essex.

3. All applicants for positions and employments in the classified service of the County of Essex shall be bona fide residents of the County at a time of the closing date following the announcement of examination by the Civil Service Commission; provided, however, that if the Commission, after ample advertisement, determines that an insufficient number of qualified residents exists for available positions or employments in the County of Essex, it may open eligibility lists for positions and employments to qualified non-residents.

4. All non-residents subsequently appointed to positions or employments in the County of Essex shall become bona fide residents of the County within one year of their appointment, except as otherwise provided by paragraphs 7 and 8 of this resolution.

5. The County of Essex shall give preference in promotion to officers and employees who are bona fide residents of the County. When promotions are based upon merit as determined by suitable promotion tests or other objective criteria, a resident shall be given preference over a non-resident in any instance when all other measurable criteria are equal. Provided, further, however, any officer or employee promoted to a supervisory "unclassified" capacity who at the time of passage of this ordinance was not a bona fide resident of the County of Essex shall be

required as a condition of said promotion to establish a bona fide residence in the County within six months from the date of said promotion. The preference granted by this section shall in no way diminish, reduce, or affect the preference granted pursuant to any other provisions of the law.

6. The responsibility and duty to enforce this ordinance shall be with the County Supervisor or County Executive, or his designee, as the case may be. The failure of any employee, hired after the effective date of this resolution, to maintain a bona fide residence in the County of Essex shall be cause for removal or discharge from service. In the event such employee fails to maintain a bona fide residence in the County, the enforcing authority shall notify said employee that failure again to take up bona fide residency in the County, within six month of such notification, will result in removal or discharge from service. Such removal or discharge shall have the right to such appeals as are available pursuant to law.

7. Where the appointing authority shall determine that there cannot be recruited a sufficient number of qualified residents for available specific positions or employments, the appointing authority shall advertise for other qualified applicants. The hiring authority shall thereupon classify all qualified applicants for such positions or employments in the following manner:

- (a) Other residents of contiguous counties.
- (b) Other residents of the State.
- (c) All other qualified applicants.

The preference established by this section shall in no way diminish, reduce or affect the preferences granted pursuant to any other provisions of the law.

Any employee hired pursuant to this section shall be required, as a condition of continued employment, to establish a bona fide residence in the County.

8. Where the hiring authority shall determine that there are certain specific positions or employments, requiring special talents or skills which are necessary for the operations of the County and which are not likely to be found among residents of the County, such positions or employments so determined shall be filled without reference to residency.

9. Should any portions of this resolution be declared illegal or invalid by any court of competent jurisdiction, the remainder of said resolution shall remain in full force and effect, the provisions thereof being fully severable.

10. All prior resolutions or parts thereof inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.



11. That the Essex County Board of Chosen Freeholders does hereby establish the effective date for enforcement of this ordinance to be January 4, 1996.

12. That the Essex County Board of Chosen Freeholders hereby urges the County Executive and the Director of Personnel to enforce this ordinance and insure that henceforth each and every employee of the County of Essex shall be a bona fide Essex County resident.

13. That this ordinance shall take effect upon passage of same.

14. That a copy of this ordinance be forwarded to all of the autonomous agencies of the County of Essex to indicate the intent of this Board.

15. That a copy of this ordinance shall be served upon the Secretary of the Civil Service Commission.

16. That a Public Hearing on this ordinance shall be held on Wednesday, April 24, 1996, in Montclair Town Hall, 205 Claremont Ave., Montclair, NJ at 7:00 p.m.

17. That the Clerk of the Board is hereby directed to comply with the publication of this ordinance in accordance with the provisions of law.

Approved as to form and legality \_\_\_\_\_

RECORD OF VOTE ( X = Vote N.V. = Abstention ABS = Absent)

FIRST READING

Moved by Freeholder Sebold

Seconded by Freeholder ROLLI

SECOND READING

Moved by Freeholder Sebold

Seconded by Freeholder PALAGANO

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Bost				X	Bost	X			
Cavanaugh	X				Cavanaugh	X			
Jones	X				Jones	X			
Palagano	X				Palagano	X			
Parlavecchio	X				Parlavecchio	X			
Rolli	X				Rolli				X
Sebold	X				Sebold	X			
Wright, V.P.	X				Wright, V.P.	X			
DiVincenzo, Pres.	X				DiVincenzo, Pres.	X			

Date Mailed To Municipal Clerks 4-15-96

Date Public Hearing 4-24-96

Date Published 4-16-96

It is hereby certified that the foregoing Ordinance was ☒ adopted ( ) defeated ( ) tabled by roll call vote at REGULAR meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on April 11, 1996

Joseph N. DiVincenzo  
Joseph N. DiVincenzo, President

Date Mailed To Municipal Clerks 4-30-96

Date Published 5-9-96

It is hereby certified that the foregoing Ordinance was ☒ adopted ( ) defeated ( ) tabled by roll call vote at REGULAR meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on April 24, 1996

Joseph N. DiVincenzo  
Joseph N. DiVincenzo, President

The foregoing Ordinance has been duly presented to me on 4-25-96

I hereby ☒ approve ( ) disapprove the same on 4-26-96

Returned and Filed 4-26-96

Adrianne Davis  
Adrianne Davis - Clerk

James W. Treffinger  
James W. Treffinger, County Executive